



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **PD-6**

September 21, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**FEDERAL HIGHWAY BRIDGE PROGRAM
LOS ANGELES STREET BRIDGE OVER BIG DALTON WASH
CITY OF IRWINDALE-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor of the Board to sign the enclosed cooperative Agreement with the City of Irwindale for the project to widen Los Angeles Street Bridge over Big Dalton Wash. The Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Program, with the City to finance the non-Federally reimbursable portion of the project cost. The project cost is currently estimated to be \$1,855,000 with Federal reimbursement being \$1,468,000 and the City's share being \$387,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County and City of Irwindale propose to widen Los Angeles Street Bridge over Big Dalton Wash, which is entirely within the City's jurisdictional boundary. Your Board's approval of the enclosed Agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Section 1803 of the California Streets and Highways Code provides that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Section 6500, et seq. of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence. By widening Los Angeles Street Bridge over Big Dalton Wash, residents of the City of Irwindale and the nearby unincorporated County area who travel on Los Angeles Street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

This project will be administered under the Federal Highway Bridge Program covered by Agreement No. 71078 with the State of California. Under this project, Federal-aid funds will be used to finance a portion of the project cost. The remaining portion of the project cost will be financed by the City of Irwindale, therefore, the work will be done at no cost to the County. The project cost is currently estimated to be \$1,855,000 with Federal reimbursement being \$1,468,000 and the City's share being \$387,000. This project is included in the proposed Fiscal Year 2006-07 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement provides for the County to perform the preliminary engineering and administer the construction of the project under the Federal Highway Bridge Program, and utilize Federal funds for all eligible expenditures with the City of Irwindale to finance the non-Federally reimbursable local agency portion of the project cost.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. On March 1, 2005, your Board approved a Negative Declaration/Environmental Assessment for this project which found that this project, with the proposed mitigation measures, will not have a significant effect on the environment.

The Honorable Board of Supervisors
September 21, 2006
Page 3

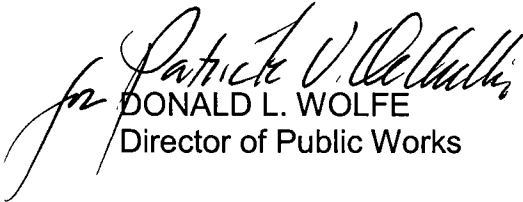
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Los Angeles Street over Big Dalton Wash is entirely within the City's jurisdictional boundary. At the conclusion of the project, the City of Irwindale will continue to maintain and operate Los Angeles Street Bridge over Big Dalton Wash at the City's costs. There is no impact on current services.

CONCLUSION

Enclosed are two originals of the Agreement, which have been approved by the City of Irwindale and approved as to form by County Counsel. Upon approval by your Board, please return the copy marked CITY ORIGINAL to us for processing together with one adopted copy of this letter. The copy marked COUNTY ORIGINAL is for your files.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

JWY:sc

C070165

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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF IRWINDALE, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY) and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, Los Angeles Street is on the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and

WHEREAS, CITY and COUNTY propose to acquire the right of way and widen the bridge on Los Angeles Street over the Big Dalton Wash, and reconstruct the roadway pavement at the bridge approaches (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is entirely within the geographical boundary of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform, or cause to be performed, right of way acquisition and clearance matters, preliminary engineering, contract administration, construction inspection and engineering, materials testing, and construction survey; and

WHEREAS, COUNTY is further willing to administer PROJECT under the Federal Highway Bridge Program; and

WHEREAS, COST OF PROJECT (as defined below) is currently estimated to be One Million Eight Hundred Fifty-five Thousand and 00/100 Dollars (\$1,855,000.00) with Federal reimbursement being One Million Four Hundred Sixty-eight Thousand and 00/100 Dollars (\$1,468,000.00); and

WHEREAS, CITY is willing to finance the non-Federally reimbursable local agency portion of the COST OF PROJECT, currently estimated to be Three Hundred Eighty-seven Thousand and 00/100 Dollars (\$387,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of each government entity mentioned in this AGREEMENT.
- b. COST OF PROJECT, as referred to in this AGREEMENT, shall include the costs of right of way acquisition and clearance matters, preliminary engineering, construction contract, required materials, detour, final signing and striping, construction inspection and engineering, construction survey, utility relocation, contract administration, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of right of way acquisition and clearance matters, as referred to above, shall include the costs of investigating and preparing search maps for right of way identification; property appraisals; title reports; preparation of legal descriptions; acquiring any parcels of land and easements, including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation; expenses and all other work necessary to acquire right of way; and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall include the costs of environmental documentation; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right of way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. The cost of CONSTRUCTION CONTRACT as referred to in this AGREEMENT, shall include the total of all payments to the construction contractor for PROJECT and payments to utility companies or contractors for the relocation of facilities necessary for the construction of PROJECT.
- f. The LOCAL SHARE OF COSTS, as referred to in this AGREEMENT, shall consist of COST OF PROJECT, less any reimbursement received by COUNTY under the Federal Highway Bridge Program.

(2) CITY AGREES:

- a. To finance LOCAL SHARE OF COSTS, the actual amount of which is to be determined by a final accounting, pursuant to paragraph (4) a., below.
- b. To deposit with COUNTY, following the execution of this AGREEMENT and upon demand by COUNTY, sufficient CITY funds to finance LOCAL SHARE OF COSTS, currently estimated to be Three Hundred Eighty-seven Thousand and 00/100 Dollars (\$387,000.00). Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructures and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction of PROJECT. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of these utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility facilities and owners of substructures and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- d. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- e. To grant COUNTY permission to occupy and use the public streets in CITY to construct PROJECT.
- f. To grant to COUNTY any temporary right of way or easement that CITY owns or has necessary for the construction of PROJECT, at no cost to COUNTY, to the extent not already provided by law.
- g. Upon approval of construction plans for PROJECT to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct PROJECT within CITY'S JURISDICTION.
- h. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, and to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT.

(3) COUNTY AGREES:

- a. To be responsible for all right of way acquisition and clearance matters for property affected by PROJECT.
- b. To perform or cause to be performed the preliminary engineering, contract administration, construction engineering and inspection, final signing and striping, traffic detour, utility engineering and relocation, equipment and systems testing, and all other work necessary to complete PROJECT under the Federal Highway Bridge Program.
- c. To apply for Federal Highway Bridge Program funding to finance a portion of the COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- e. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of CITY in all negotiations pertaining thereto.
- f. To furnish CITY, within one hundred twenty (120) calendar days after final payment to construction contractor for PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual quantities all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for COUNTY'S performance as specified in paragraphs (3) a., b., and c., above.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the COST OF PROJECT shall include an itemization of unit costs, actual quantities and costs, and include reimbursement received under the Federal Highway Bridge Program.
- b. That if CITY'S payment, as set forth in paragraph (2) b., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY prior to award of PROJECT, COUNTY may delay the award of PROJECT, pending the receipt of CITY'S payment.
- c. If at final accounting LOCAL SHARE OF COSTS exceeds CITY'S deposit as set forth in paragraph (2) b., CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY and delivered to CITY. Conversely, if at final accounting LOCAL SHARE OF COSTS is less than CITY'S deposit as set

forth in paragraph (2) b., COUNTY shall refund the difference to CITY within thirty days of the date COUNTY furnishes CITY with the final accounting.

- d. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of delivery to CITY of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT currently in effect.
- e. That if CITY'S final payment, as set forth in paragraph (4) c., above, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY and delivered to CITY, within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code, Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY, after giving notice to CITY of COUNTY'S intention to do so.
- f. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY Department of Public Works within sixty (60) calendar days after the date of delivery to CITY of said invoice. COUNTY shall review all disputed charges and submit a written justification to CITY detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector and shall immediately notify CITY of any change orders, which could materially affect the COST OF PROJECT. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. CITY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of CITY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY'S inspector to the contractor or any other person in charge of construction shall prevail and be final, and COUNTY inspector shall be responsible for the proper inspection of PROJECT as needed.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Kwok Tam
Director of Public Works
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706-2192

COUNTY: Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY, shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Notwithstanding the foregoing, CITY shall not be obligated to indemnify or hold COUNTY harmless in connection with the COUNTY'S own active negligence or willful misconduct.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligent acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. Notwithstanding the foregoing, COUNTY shall not be obligated to indemnify or hold CITY harmless in connection with the CITY'S own active negligence or willful misconduct.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF IRWINDALE on _____, 2006 and by the COUNTY OF LOS ANGELES on _____, 2006.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Mayor, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
DEPUTY

APPROVED AS TO FORM:

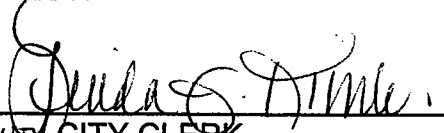
RAYMOND G. FORTNER, JR.
County Counsel

By 
DEPUTY

CITY OF IRWINDALE

By 
MAYOR

ATTEST:

By 
DEPUTY CITY CLERK

APPROVED AS TO FORM:

By 
CITY ATTORNEY